

June 12, 2003

IN RE: DOCKET NO. 2002-416-C – Proceeding for the establishment of a requirement that non-facilities based CLEC's providing prepaid local telephone service be required to post an appropriate Surety Bond.

**COPY OF REBUTTAL TESTIMONY OF PATRICK C. FINLEN ON BEHALF OF BELL SOUTH TELECOMMUNICATIONS, INC. HAS BEEN DISTRIBUTED TO THE FOLLOWING:**

\_\_\_\_\_  
J. McDaniel

\_\_\_\_\_  
Legal

\_\_\_\_\_  
P. Riley

\_\_\_\_\_  
Exec. Asst.

\_\_\_\_\_  
Exec. Director

\_\_\_\_\_  
Manager, Utils Dept.

\_\_\_\_\_  
Audit (1)

\_\_\_\_\_  
Commissioners (7)

pao



BELLSOUTH TELECOMMUNICATIONS, INC.

REBUTTAL TESTIMONY OF PATRICK C. FINLEN

BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

FILED JUNE 11, 2003

DOCKET NO. 2002-416-C

POSTED  
4/12/03  
Dw/pd

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COMMISSION

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH  
TELECOMMUNICATIONS, INC. ("BELLSOUTH") AND YOUR BUSINESS  
ADDRESS.

RECEIVED  
JUN 13 2003  
S.C. PUBLIC SERVICE COMMISSION  
UTILITIES DEPARTMENT

A. My name is Patrick C. Finlen. I am employed by BellSouth as an Assistant  
Director in the Interconnection Services Marketing Department. My business  
address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. PLEASE DESCRIBE YOUR CURRENT RESPONSIBILITIES.

A. I currently have responsibility for Regulatory and Policy support for  
Interconnection Services Marketing. This responsibility includes interacting with  
Competitive Local Exchange Companies ("CLECs") with regard to various  
matters.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

TURN DATE: OK  
OFFICE: OK

1 A. I received a Master of Arts Degree in Public and Private Management in 1994,  
2 and a Bachelor of Arts Degree in Accounting in 1985 from Birmingham-Southern  
3 College in Birmingham, Alabama. I also have an Associate of Science degree in  
4 Data Processing from Jefferson State Junior College in Birmingham, Alabama. I  
5 began employment with South Central Bell in 1977, and have held various  
6 positions in the Network Operations, Consumer Forecasting, Marketing,  
7 Regulatory, and Customer Markets Wholesale Pricing Departments before  
8 assuming my current responsibilities in the Interconnection Services Marketing  
9 Department.

10  
11 Q. DID YOU OR ANYONE ELSE FILE DIRECT TESTIMONY ON BEHALF OF  
12 BELLSOUTH IN THIS PROCEEDING?

13  
14 A. No. BellSouth had no objection or comments to the Direct Testimony that James  
15 M. McDaniel filed on behalf of the Staff of the Public Service Commission of  
16 South Carolina ("the Commission") on or about May 21, 2003.

17  
18 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

19  
20 A. The purpose of my testimony is to address issues presented in the Direct  
21 Testimony that was filed on or about June 4, 2003 by NALA witness Donald L.  
22 Aldridge, SCTC witness Ronald K. Nesmith, and Aspire witness Adam Kane.

1 Q. NALA WITNESS MR. ALDRIDGE STATES (ON PAGE 6, LINES 12 – 16 OF HIS  
2 DIRECT TESTIMONY) THAT “A FINAL REASON I DO NOT AGREE WITH THE  
3 BOND REQUIREMENT [SUGGESTED BY STAFF WITNESS MR. MCDANIEL]  
4 IS BECAUSE BELL SOUTH’S STANDARD INTERCONNECTION AGREEMENT  
5 REQUIRES THAT RESELLERS PROVIDE UP TO TWO MONTH’S DEPOSIT,  
6 PROVIDING ADEQUATE PROTECTION FOR BELL SOUTH TO CONTINUE  
7 PROVIDING SERVICE TO CUSTOMERS AFTER A CLEC CEASES PAYING IT.  
8 THERE IS LITTLE REASON THEREFORE TO THINK THAT END USERS ARE  
9 CURRENTLY INADEQUATELY PROTECTED.” COULD YOU ADDRESS THIS  
10 STATEMENT?  
11

12 A. Yes. It appears that Mr. Aldridge has misinterpreted the deposit language in  
13 BellSouth's standard Resale and Interconnection Agreements.  
14

15 Q. WHAT DO BELL SOUTH'S STANDARD RESALE AND INTERCONNECTION  
16 AGREEMENTS SAY ABOUT DEPOSITS?  
17

18 A. Exhibit PCF-1 to my testimony is a copy of Attachment 3 to BellSouth's standard  
19 Resale Agreement. Section 1.8 of Attachment 3 states the following:  
20

21 Deposit Policy. CLEC-1 shall complete the BellSouth Credit Profile and  
22 provide information to BellSouth regarding credit worthiness. Based on  
23 the results of the credit analysis, BellSouth reserves the right to secure

1 the account with a suitable form of security deposit. Such security deposit  
2 shall take the form of cash, an Irrevocable Letter of Credit (BellSouth  
3 form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion,  
4 some other form of security proposed by CLEC-1. Any such security  
5 deposit shall in no way release CLEC-1 from its obligation to make  
6 complete and timely payments of its bill. CLEC-1 shall pay any applicable  
7 deposits prior to the inauguration of service. If, in the sole opinion of  
8 BellSouth, circumstances so warrant and/or gross monthly billing has  
9 increased beyond the level initially used to determine the level of security  
10 deposit, BellSouth reserves the right to request additional security and/or  
11 file a Uniform Commercial Code (UCC-1) security interest in CLEC-1's  
12 "accounts receivables and proceeds." Interest on a security deposit, if  
13 provided in cash, shall accrue and be paid in accordance with the terms in  
14 the appropriate BellSouth tariff. Security deposits collected under this  
15 Section shall not exceed two months' estimated billing. In the event  
16 CLEC-1 fails to remit to BellSouth any deposit requested pursuant to this  
17 Section, service to CLEC-1 may be terminated in accordance with the  
18 terms of Section 1.7 of this Attachment, and any security deposits will be  
19 applied to CLEC-1's account(s). In the event CLEC-1 defaults on its  
20 account, service to CLEC-1 will be terminated in accordance with the  
21 terms of Section 1.7 above, and any security deposits will be applied to  
22 CLEC-1's account.

23 A copy of BellSouth's standard Resale Agreement in its entirety (which is

approximately 250 pages long) can be viewed at  
www.interconnection.bellsouth.com/become\_a\_clec/html/resale\_agreement.html.

Exhibit PCF-2 to my testimony is a copy of Attachment 7 to BellSouth's standard Interconnection Agreement. Section 1.8 of Attachment 7 contains the same language as is set forth above. A copy of BellSouth's standard Interconnection Agreement in its entirety (which is approximately 940 pages long) can be viewed at www.interconnection.bellsouth.com/become\_a\_clec/html/ics\_agreement.html.

Q. WHY DO YOU SAY IT APPEARS THAT MR. ALDRIDGE HAS MISINTERPRETED THIS DEPOSIT LANGUAGE?

A. To answer that question, I need to first refer to the testimony of Staff witness Mr. McDaniel. In his testimony, Mr. McDaniel recommends a bond requirement for CLECs offering prepaid local services, and he explains that the purpose of such a bond is "to protect a consumer who purchases service in advance, when a carrier may unexpectedly exit the market." (See McDaniel Direct at p. 6, l. 24 through p.7, l. 3)(emphasis added). In response to Mr. McDaniel's suggestion, Mr. Aldridge refers to the deposit language set forth above and states that "[t]here is little reason . . . to think that end users are currently inadequately protected." (Aldridge Direct at p. 6, ll. 55-16)(emphasis added). The deposit language set forth above, however, does not provide protection to end users. Instead, the deposit language set forth above provides BellSouth with some protection when

1 a CLEC fails to pay for services it has purchased from BellSouth.

2  
3 Additionally, Mr. Aldridge states that this language provides protection for  
4 BellSouth "to continue providing service to customers after a CLEC ceases  
5 paying [BellSouth]." Contrary to Mr. Aldridge's statements, the deposit language  
6 he references plainly states that

7 In the event CLEC-1 defaults on its account, service to CLEC-1 will  
8 be terminated in accordance with the terms of Section 1.7 above,  
9 and any security deposits will be applied to CLEC-1's account.

10 Absent a Commission order implementing BellSouth's emergency service  
11 continuity tariff, therefore, BellSouth is not required to continue providing service  
12 to customers after a CLEC ceases paying BellSouth. Additionally, if any of the  
13 deposit remains after it is applied to the defaulting CLEC's account, that portion  
14 of the deposit is returned to the CLEC – it is not used to pay for services that  
15 BellSouth provides to any person or entity other than the CLEC (regardless of  
16 whether or not such services are provided pursuant to the emergency service  
17 continuity tariff).

18  
19 Q. NALA WITNESS MR. ALDRIDGE ALSO STATES (ON PAGE 8, LINES 12 – 13  
20 OF HIS DIRECT TESTIMONY) THAT "THE COMMISSION SHOULD ADOPT A  
21 FIXED REASONABLE BOND AMOUNT, \$5,000, FOR ALL LOCAL SERVICE  
22 PROVIDERS THAT ACCEPT DEPOSITS OR BILL ANY PORTION OF THEIR  
23 CHARGES IN ADVANCE." COULD YOU ADDRESS THIS STATEMENT?

A. Yes. In this docket, the Commission should not consider applying any bonding requirements to any entities other than non-facilities based competitive local exchange carriers offering prepaid local service.

Q. WHY NOT?

A. For at least two reasons. First, the Notice of Hearing the Commission issued on or about March 7, 2003 states

In addition, the Commission determined as a part of this proceeding that it would consider a bond requirement for non-facilities based competitive local exchange carriers offering prepaid local service. The Commission seeks information concerning the terms and conditions associated with a bond requirement and the appropriate amount of a bond. (Emphasis added).

Expanding the scope of this proceeding to include consideration of a bonding requirement that would apply to "all local service providers that accept deposits or bill any portion of their charges in advance" as suggested by Mr. Aldridge could affect the rights of carriers that are not parties to this proceeding but that may have become parties had that been the scope of the proceeding that was set forth in the Notice of Hearing.



1 Second, facilities-based Incumbent Local Exchange Carriers ("ILECs")  
2 offering services in South Carolina are not similarly situated to non-  
3 facilities based competitive local exchange carriers offering prepaid local  
4 services in South Carolina. A facilities-based ILEC like BellSouth – that  
5 has consistently invested millions of dollars in facilities in the State of  
6 South Carolina for decades – is much less likely to abandon service in a  
7 manner that leaves end users with little or no recourse than are pre-pay,  
8 non-facilities based CLECs who make very little, if any, investment in the  
9 State of South Carolina.

10  
11 Finally, if the Commission decides to consider expanding the scope of the  
12 bonding requirement in this proceeding, it should exempt facilities-based  
13 ILECs from the scope of any such requirement for the reasons set forth  
14 above.

15  
16 Q. SCTC WITNESS MR. NESMITH STATES (ON PAGE 8, LINES 12 – 13 OF HIS  
17 DIRECT TESTIMONY) THAT "WE REQUEST THAT THE BOND BE REQUIRED  
18 IN A SUFFICIENT AMOUNT TO ALSO COVER THE INDEBTEDNESS THAT A  
19 CARRIER WHO ABANDONS THE MARKET MIGHT OWE TO THE  
20 UNDERLYING FACILITIES-BASED ILEC." COULD YOU ADDRESS THIS  
21 STATEMENT?

22  
23 A. Yes. In this docket, the Commission should not require that the bond be in a

1 sufficient amount to cover the indebtedness that a carrier who abandons the  
2 market might owe to the underlying facilities-based ILEC.

3  
4 Q. WHY NOT?

5  
6 A. The underlying facilities-based ILEC undoubtedly should be afforded protection  
7 against the indebtedness that an abandoning CLEC likely owes the ILEC. This  
8 protection, however, should continue to be afforded in the same way as it has  
9 been afforded to date – by negotiated (or, if necessary, arbitrated) language in  
10 the interconnection agreement between the CLEC and the ILEC. The periodic  
11 expiration and renegotiation of these interconnection agreements provides an  
12 opportunity for the parties to those agreements to revisit the deposit language in  
13 light of the ever-changing conditions of the economy in general and of the  
14 telecommunications industry in particular. A bonding requirement imposed by  
15 order of the Commission may not afford that same degree of flexibility.

16  
17 Additionally, expanding the scope of the bonding requirement to include the  
18 protection of the underlying ILEC arguably could impact the continuing validity of  
19 the deposit provisions in existing interconnection agreements. This could affect  
20 the rights of carriers that are not parties to this proceeding

21  
22 Finally, if the Commission decides to expand the scope of the bonding  
23 requirement to include the protection of underlying ILECs, it should do at least

1 two things. First, it should require a bond in an amount that is equal to the sum  
2 of: (a) the amount derived from the methodology recommended by Mr. McDaniel  
3 in his Direct Testimony; and (b) the sum of at least two months' worth of billing  
4 that the CLEC incurs from each ILEC from which the CLEC purchases services.  
5 Second, the Commission should require periodic updates of the amount of the  
6 bond to insure continuing protection to the underlying ILECs. In other words, if a  
7 periodic review reveals that a CLEC's billing from all ILECs has increased from  
8 \$5,000 per month to \$10,000 per month, the CLEC should be required to  
9 increase the amount of the bond posted from \$10,000 (2 X \$5,000) to \$20,000 (2  
10 X \$10,000).

11  
12 Q. ASPIRE WITNESS MR. KANE STATES (ON PAGE 6, LINES 7 – 9 OF HIS  
13 DIRECT TESTIMONY) THAT “ASPIRE REQUESTS A CHANGE IN  
14 REGULATION 103-622.2 AS IT PERTAINS TO FEES. IN LIEU OF THE  
15 REGULATION’S STATED LATE FEES OF 1.5%, ASPIRE RECOMMENDS  
16 THAT AUTHORIZATION BE GRANTED TO ASSESS A \$10 LATE FEE.”  
17 COULD YOU ADDRESS THIS STATEMENT?

18  
19 A. Yes. Regulation 103-622.2 does not apply only to non-facilities based  
20 competitive local exchange carriers offering prepaid local service. Instead, that  
21 regulation applies to "any person, firm, partnership, cooperative or corporation,  
22 which is now or may hereafter become engaged as a telephone utility in the  
23 business of furnishing communications service to any customer within the State

1 of South Carolina and to the customers of such utility." See Regulation 103-  
2 601.1. If the Commission makes any change to this regulation, it should do so in  
3 a way that makes it clear that neither BellSouth nor any other telephone utility is  
4 limited to charging \$10 for a late payment charge as opposed to charging 1.5%  
5 of any unpaid balance brought forward from the previous billing date as has been  
6 permitted under this Regulation for years. One manner of accomplishing this  
7 could be to amend Regulation 103.622.2 to allow a late payment charge that is  
8 either \$10 or 1.5% of any unpaid balance brought forward from the previous  
9 billing date, whichever is greater.

10  
11 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

12  
13 A. Yes.

14  
15 494034

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## **Attachment 3**

### **Billing**



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**BILLING****1. PAYMENT AND BILLING ARRANGEMENTS**

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 Billing. BellSouth will bill through the Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided to <customer\_short\_name> under this Agreement. BellSouth will format all bills in Carrier Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the applicable industry forum.
- 1.1.1 For any service(s) BellSouth receives from <customer\_short\_name>, <customer\_short\_name> shall bill BellSouth in CBOS format.
- 1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.
- 1.1.3 BellSouth will render bills each month on established bill days for each of <customer\_short\_name>'s accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at a reasonable cost.
- 1.1.4 BellSouth will bill <customer\_short\_name> in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.
- 1.1.4.1 Charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill <customer\_short\_name>, and <customer\_short\_name> will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees, unless otherwise ordered by a Commission.
- 1.1.5 BellSouth will not perform billing and collection services for <customer\_short\_name> as a result of the execution of this Agreement.
- 1.1.6 In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, BellSouth will make an adjustment to such recurring rates billed in advance at the previously effective rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.

- 1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate regulatory agency, <customer\_short\_name> will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to establish accounts for resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, <customer\_short\_name> may not order services under a new account established in accordance with this Section 1.2 until 30 days after all information specified in this Section 1.2 is received from <customer\_short\_name>.
- 1.2.1 OCN. If <customer\_short\_name> needs to change its OCN(s) under which it operates when <customer\_short\_name> has already been conducting business utilizing those OCN(s), <customer\_short\_name> shall bear all costs incurred by BellSouth to convert <customer\_short\_name> to the new OCN(s). OCN conversion charges include all time required to make system updates to all of <customer\_short\_name>'s End User customer records and will be handled by the BFR/NBR process.
- 1.2.2 Payment Responsibility. Payment of all charges will be the responsibility of <customer\_short\_name>. <customer\_short\_name> shall make payment to BellSouth for all services billed. Payments made by <customer\_short\_name> to BellSouth as payment on account will be credited to <customer\_short\_name>'s accounts receivable master account. BellSouth will not become involved in billing disputes that may arise between <customer\_short\_name> and <customer\_short\_name>'s customer.
- 1.3 Payment Due. Payment for services provided is due on or before the next bill date in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 1.4 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.6, below, shall apply.
- 1.5 Tax Exemption. Upon BellSouth's receipt of tax exemption certificate, the total amount billed to <customer\_short\_name> will not include those taxes or fees from which <customer\_short\_name> is exempt. <customer\_short\_name> will be solely

responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the End User of <customer\_short\_name>.

- 1.6 Late Payment. If any portion of the payment is not received by BellSouth on or before the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff or Section B2 of the Private Line Service Tariff, as appropriate. In addition to any applicable late payment charges, <customer\_short\_name> may be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.
- 1.7 Discontinuing Service to <customer\_short\_name>. The procedures for discontinuing service to <customer\_short\_name> are as follows:
  - 1.7.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by <customer\_short\_name> of the rules and regulations of BellSouth's tariffs.
  - 1.7.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the bill date in the month after the original bill date, BellSouth will provide written notice to <customer\_short\_name> that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due before refusal, incompleteness or suspension, is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice to the person designated by <customer\_short\_name> to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to <customer\_short\_name> if payment of such amounts, and all other amounts not in dispute that become past due before discontinuance, is not received by the thirtieth day following the date of the initial notice.
  - 1.7.3 In the case of discontinuance of services, all billed charges, as well as applicable termination charges, shall become due.
  - 1.7.4 Discontinuance of service on <customer\_short\_name>'s account will effect a discontinuance of service to <customer\_short\_name>'s End Users. BellSouth will reestablish service for <customer\_short\_name> upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal

application procedures. <customer\_short\_name> is solely responsible for notifying the End User of the discontinuance of the service. If within fifteen (15) days after <customer\_short\_name>'s service has been discontinued and no arrangements to reestablish service have been made consistent with this subsection, <customer\_short\_name>'s service will be disconnected.

- 1.8 Deposit Policy. <customer\_short\_name> shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by <customer\_short\_name>. Any such security deposit shall in no way release <customer\_short\_name> from its obligation to make complete and timely payments of its bill. <customer\_short\_name> shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in <customer\_short\_name>'s "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event <customer\_short\_name> fails to remit to BellSouth any deposit requested pursuant to this Section, service to <customer\_short\_name> may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to <customer\_short\_name>'s account(s). In the event <customer\_short\_name> defaults on its account, service to <customer\_short\_name> will be terminated in accordance with the terms of Section 1.7 above, and any security deposits will be applied to <customer\_short\_name>'s account.

- 1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from <customer\_short\_name>, shall be forwarded to the individual and/or address provided by <customer\_short\_name> in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by <customer\_short\_name> as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from <customer\_short\_name> to BellSouth's billing organization, the notice of discontinuance of services purchased by <customer\_short\_name> under this Agreement provided for in Section 1.7.2 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.



**2. BILLING DISPUTES**

- 2.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. <customer\_short\_name> shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF 1461) provided by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.
- 2.2 For purposes of this Section 2, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. A billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.
- 2.2.1.1 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge and interest, where applicable, shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date multiplied by the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale, Section A2 of the General Subscriber Services Tariff and for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

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## **Attachment 7**

### **Billing**

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**BILLING****1. PAYMENT AND BILLING ARRANGEMENTS**

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 **Billing.** BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided to <customer\_short\_name> under this Agreement. BellSouth will format all bills in Carrier Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the applicable industry forum.
  - 1.1.1 For any service(s) BellSouth receives from <customer\_short\_name>, <customer\_short\_name> shall bill BellSouth in CBOS format.
  - 1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.
  - 1.1.3 BellSouth will render bills each month on established bill days for each of <customer\_short\_name>'s accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at a reasonable cost.
  - 1.1.4 BellSouth will bill <customer\_short\_name> in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.
    - 1.1.4.1 Charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill <customer\_short\_name>, and <customer\_short\_name> will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees, unless otherwise ordered by a Commission.
  - 1.1.5 BellSouth will not perform billing and collection services for <customer\_short\_name> as a result of the execution of this Agreement.
  - 1.1.6 In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, BellSouth will make an adjustment to such recurring rates billed in advance at the previously effective rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.

- 1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate regulatory agency, <customer\_short\_name> will provide the appropriate BellSouth advisory team/local contract manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, <customer\_short\_name> may not order services under a new account established in accordance with this Section 1.2 until 30 days after all information specified in this Section 1.2 is received from <customer\_short\_name>.
- 1.2.1 OCN. If <customer\_short\_name> needs to change its OCN(s) under which it operates when <customer\_short\_name> has already been conducting business utilizing those OCN(s), <customer\_short\_name> shall bear all costs incurred by BellSouth to convert <customer\_short\_name> to the new OCN(s). OCN conversion charges include all time required to make system updates to all of <customer\_short\_name>'s End User customer records and will be handled by the BFR/NBR process.
- 1.2.2 Payment Responsibility. Payment of all charges will be the responsibility of <customer\_short\_name>. <customer\_short\_name> shall make payment to BellSouth for all services billed. Payments made by <customer\_short\_name> to BellSouth as payment on account will be credited to <customer\_short\_name>'s accounts receivable master account. BellSouth will not become involved in billing disputes that may arise between <customer\_short\_name> and <customer\_short\_name>'s customer.
- 1.3 Payment Due. Payment for services provided is due on or before the next bill date in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 1.4 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.6, below, shall apply.



- 1.5 Tax Exemption. Upon BellSouth's receipt of tax exemption certificate, the total amount billed to <customer\_short\_name> will not include those taxes or fees from which <customer\_short\_name> is exempt. <customer\_short\_name> will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the End User of <customer\_short\_name>.
- 1.6 Late Payment. If any portion of the payment is not received by BellSouth on or before the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, as appropriate. In addition to any applicable late payment charges, <customer\_short\_name> may be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.
- 1.7 Discontinuing Service to <customer\_short\_name>. The procedures for discontinuing service to <customer\_short\_name> are as follows:
- 1.7.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by <customer\_short\_name> of the rules and regulations of BellSouth's tariffs.
- 1.7.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the bill date in the month after the original bill date, BellSouth will provide written notice to <customer\_short\_name> that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due before refusal, incompleteness or suspension, is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice to the person designated by <customer\_short\_name> to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to <customer\_short\_name> if payment of such amounts, and all other amounts not in dispute that become past due before discontinuance, is not received by the thirtieth day following the date of the initial notice.
- 1.7.3 In the case of discontinuance of services, all billed charges, as well as applicable termination charges, shall become due.

- 1.7.4 Discontinuance of service on <customer\_short\_name>'s account will effect a discontinuance of service to <customer\_short\_name>'s End Users. BellSouth will reestablish service for <customer\_short\_name> upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. <customer\_short\_name> is solely responsible for notifying the End User of the discontinuance of the service. If within fifteen (15) days after <customer\_short\_name>'s service has been discontinued and no arrangements to reestablish service have been made consistent with this subsection, <customer\_short\_name>'s service will be disconnected.
- 1.8 Deposit Policy. <customer\_short\_name> shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by <customer\_short\_name>. Any such security deposit shall in no way release <customer\_short\_name> from its obligation to make complete and timely payments of its bill. <customer\_short\_name> shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in <customer\_short\_name>'s "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event <customer\_short\_name> fails to remit to BellSouth any deposit requested pursuant to this Section, service to <customer\_short\_name> may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to <customer\_short\_name>'s account(s). In the event <customer\_short\_name> defaults on its account, service to <customer\_short\_name> will be terminated in accordance with the terms of Section 1.7 above, and any security deposits will be applied to <customer\_short\_name>'s account.
- 1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from <customer\_short\_name>, shall be forwarded to the individual and/or address provided by <customer\_short\_name> in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by <customer\_short\_name> as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from <customer\_short\_name> to BellSouth's billing organization, the notice of

discontinuance of services purchased by <customer\_short\_name> under this Agreement provided for in Section 1.7.2 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

- 1.10 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), Enhanced Optional Daily Usage File (EODUF) and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

## 2. BILLING DISPUTES

- 2.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. <customer\_short\_name> shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF 1461) provided by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

- 2.2 For purposes of this Section 2, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. A billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

- 2.3 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge and interest, where applicable, shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date multiplied by the

late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for designed network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

### 3. RAO HOSTING

- 3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to <customer\_short\_name> by BellSouth will be in accordance with the methods and practices regularly applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.2 <customer\_short\_name> shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3.3 Charges or credits, as applicable, will be applied by BellSouth to <customer\_short\_name> on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 3.4 <customer\_short\_name> must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, <customer\_short\_name> must request that BellSouth establish a unique hosted RAO code for <customer\_short\_name>. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.
- 3.5 BellSouth will receive messages from <customer\_short\_name> that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. <customer\_short\_name> shall send all messages to BellSouth no later than sixty (60) days after the message date.
- 3.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from <customer\_short\_name>.
- 3.7 All data received from <customer\_short\_name> that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.

- 3.8 All data received from <customer\_short\_name> that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.
- 3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by <customer\_short\_name> and will forward them to <customer\_short\_name> on a daily basis for processing.
- 3.10 Transmission of message data between BellSouth and <customer\_short\_name> will be via CONNECT:Direct or Secure File Transfer Protocol (FTP).
- 3.10.1 Data circuits (private line or dial-up) will be required between BellSouth and <customer\_short\_name> for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, <customer\_short\_name> will be responsible for ordering the circuit and coordinating the installation with BellSouth. <customer\_short\_name> is responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to <customer\_short\_name>. Additionally, all message toll charges associated with the use of the dial circuit by <customer\_short\_name> will be the responsibility of <customer\_short\_name>. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on the <customer\_short\_name> end for the purpose of data transmission will be the responsibility of <customer\_short\_name>.
- 3.10.2 If <customer\_short\_name> utilizes Secure File Transfer Protocol for data file transmission, purchase of the Secure File Transfer Protocol software will be the responsibility of <customer\_short\_name>.
- 3.11 All messages and related data exchanged between BellSouth and <customer\_short\_name> will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 3.12 <customer\_short\_name> will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.
- 3.13 Should it become necessary for <customer\_short\_name> to send data to BellSouth more than sixty (60) days past the message date(s), <customer\_short\_name> will notify BellSouth in advance of the transmission of the data. BellSouth will work



with its connecting contractor and/or <customer\_short\_name>, where necessary, to notify all affected LECs.

- 3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data. If the data cannot be retrieved, the Party responsible for losing or destroying the data will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the End Users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the resolution of the amount owed, or as mutually agreed upon by the Parties.
- 3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from <customer\_short\_name>, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify <customer\_short\_name> of the error. <customer\_short\_name> will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, <customer\_short\_name> will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 3.16 In association with message distribution service, BellSouth will provide <customer\_short\_name> with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.17 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.
- 3.18 Intercompany Settlements Messages
- 3.18.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by <customer\_short\_name> as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between <customer\_short\_name> and the involved company(ies), unless that company is participating in NICS.
- 3.18.2 Both traffic that originates outside the BellSouth region by <customer\_short\_name> and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by <customer\_short\_name>, is covered by CATS. Also covered is traffic that either

is originated by or billed by <customer\_short\_name>, involves a company other than <customer\_short\_name>, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

- 3.18.3 Once <customer\_short\_name> is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via NICS.
- 3.18.4 BellSouth will receive the monthly NICS reports from Telcordia on behalf of <customer\_short\_name>. BellSouth will distribute copies of these reports to <customer\_short\_name> on a monthly basis.
- 3.18.5 BellSouth will receive the monthly CATS reports from Telcordia on behalf of <customer\_short\_name>. BellSouth will distribute copies of these reports to <customer\_short\_name> on a monthly basis.
- 3.18.6 BellSouth will collect the revenue earned by <customer\_short\_name> from the Bell operating company in whose territory the messages are billed via CATS, less a per message billing and collection fee of five cents (\$0.05), on behalf of <customer\_short\_name>. BellSouth will remit the revenue billed by <customer\_short\_name> to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf of <customer\_short\_name>. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to <customer\_short\_name> via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 3.18.7 BellSouth will collect the revenue earned by <customer\_short\_name> within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of <customer\_short\_name>. BellSouth will remit the revenue billed by <customer\_short\_name> within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to <customer\_short\_name> via a monthly CABS miscellaneous bill.
- 3.18.8 BellSouth and <customer\_short\_name> agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

#### **4. OPTIONAL DAILY USAGE FILE**

- 4.1 Upon written request from <customer\_short\_name>, BellSouth will provide the Optional Daily Usage File (ODUF) service to <customer\_short\_name> pursuant to the terms and conditions set forth in this section.

- 4.2 <customer\_short\_name> shall furnish all relevant information required by BellSouth for the provision of the ODUF.
- 4.3 The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a <customer\_short\_name> customer.
- 4.4 Charges for the ODUF will appear on <customer\_short\_name>'s monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. <customer\_short\_name> will be billed at the ODUF rates that are in effect at the end of the previous month.
- 4.5 The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 4.6 Messages that error in the billing system of <customer\_short\_name> will be the responsibility of <customer\_short\_name>. If, however, <customer\_short\_name> should encounter significant volumes of errored messages that prevent processing by <customer\_short\_name> within its systems, BellSouth will work with <customer\_short\_name> to determine the source of the errors and the appropriate resolution.
- 4.7 The following specifications shall apply to the ODUF feed.
  - 4.7.1 ODUF Messages to be Transmitted
    - 4.7.1.1 The following messages recorded by BellSouth will be transmitted to <customer\_short\_name>:
      - 4.7.1.1.1 Message recording for per use/per activation type services (examples:  
Three -Way Calling, Verify, Interrupt, Call Return, etc.)
      - 4.7.1.1.2 Measured billable Local
      - 4.7.1.1.3 Directory Assistance messages
      - 4.7.1.1.4 IntraLATA Toll
      - 4.7.1.1.5 WATS and 800 Service
      - 4.7.1.1.6 N11
      - 4.7.1.1.7 Information Service Provider Messages
      - 4.7.1.1.8 Operator Services Messages
      - 4.7.1.1.9 Operator Services Message Attempted Calls (Network Element only)

- 4.7.1.1.10 Credit/Cancel Records
- 4.7.1.1.11 Usage for Voice Mail Message Service
- 4.7.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to <customer\_short\_name>.
- 4.7.1.4 In the event that <customer\_short\_name> detects a duplicate on ODUF they receive from BellSouth, <customer\_short\_name> will drop the duplicate message and will not return the duplicate to BellSouth.
- 4.7.2 ODUF Physical File Characteristics
  - 4.7.2.1 ODUF will be distributed to <customer\_short\_name> via CONNECT:Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
  - 4.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and <customer\_short\_name> for the purpose of data transmission as set forth in Section 3.10.1 above.
  - 4.7.2.3 If <customer\_short\_name> utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of <customer\_short\_name>.
- 4.7.3 ODUF Packing Specifications
  - 4.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
  - 4.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to <customer\_short\_name> which BellSouth RAO that is sending the message. BellSouth and <customer\_short\_name> will use the invoice sequencing to control data exchange.

BellSouth will be notified of sequence failures identified by <customer\_short\_name> and resend the data as appropriate.

The data will be packed using ATIS EMI records.

#### 4.7.4 ODUF Pack Rejection

- 4.7.4.1 <customer\_short\_name> will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. <customer\_short\_name> will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to <customer\_short\_name> by BellSouth.

#### 4.7.5 ODUF Control Data

- 4.7.5.1 <customer\_short\_name> will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate <customer\_short\_name>'s receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by <customer\_short\_name> for reasons stated in the above section.

#### 4.7.6 ODUF Testing

- 4.7.6.1 Upon request from <customer\_short\_name>, BellSouth shall send ODUF test files to <customer\_short\_name>. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, BellSouth shall request that <customer\_short\_name> set up a production (live) file. The live test may consist of <customer\_short\_name>'s employees making test calls for the types of services <customer\_short\_name> requests on ODUF. These test calls are logged by <customer\_short\_name>, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

### 5. ACCESS DAILY USAGE FILE

- 5.1 Upon written request from <customer\_short\_name>, BellSouth will provide the Access Daily Usage File (ADUF) service to <customer\_short\_name> pursuant to the terms and conditions set forth in this section.
- 5.2 <customer\_short\_name> shall furnish all relevant information required by BellSouth for the provision of ADUF.
- 5.3 ADUF will contain access messages associated with a port that <customer\_short\_name> has purchased from BellSouth

- 5.4 Charges for ADUF will appear on <customer\_short\_name>'s monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. <customer\_short\_name> will be billed at the ADUF rates that are in effect at the end of the previous month.
- 5.5 Messages that error in the billing system of <customer\_short\_name> will be the responsibility of <customer\_short\_name>. If, however, <customer\_short\_name> should encounter significant volumes of errored messages that prevent processing by <customer\_short\_name> within its systems, BellSouth will work with <customer\_short\_name> to determine the source of the errors and the appropriate resolution.
- 5.6 ADUF Messages To Be Transmitted
  - 5.6.1 The following messages recorded by BellSouth will be transmitted to <customer\_short\_name>:
    - 5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.
    - 5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.
  - 5.6.2 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to <customer\_short\_name>.
  - 5.6.3 In the event that <customer\_short\_name> detects a duplicate on ADUF they receive from BellSouth, <customer\_short\_name> will drop the duplicate message and will not return the duplicate to BellSouth.
  - 5.6.4 ADUF Physical File Characteristics
    - 5.6.4.1 ADUF will be distributed to <customer\_short\_name> via CONNECT:Direct, Secure File Transfer Protocol (FTP) or another mutually agreed medium. The ADUF feed will be a fixed block format. The data on the ADUF feed will be in a non-compacted EMI format (210 byte). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
    - 5.6.4.2 Data circuits (private line or dial-up) will be required between BellSouth and <customer\_short\_name> for the purpose of data transmission as set forth in Section 3.10.1 above.

- 5.6.4.3 If <customer\_short\_name> utilizes Secure File Transfer Protocol (FTP) for data file transmission, purchase of the Secure File Transfer Protocol (FTP) software will be the responsibility of <customer\_short\_name>.
- 5.6.5 ADUF Packing Specifications
- 5.6.5.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 5.6.5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to <customer\_short\_name> which BellSouth RAO is sending the message. BellSouth and <customer\_short\_name> will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by <customer\_short\_name> and resend the data as appropriate.
- The data will be packed using ATIS EMI records.
- 5.6.6 ADUF Pack Rejection
- 5.6.6.1 <customer\_short\_name> will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used.
- <customer\_short\_name> will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to <customer\_short\_name> by BellSouth.
- 5.6.7 ADUF Control Data
- 5.6.7.1 <customer\_short\_name> will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate <customer\_short\_name>'s receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by <customer\_short\_name> for reasons stated in the above section.
- 5.6.8 ADUF Testing
- 5.6.8.1 Upon request from <customer\_short\_name>, BellSouth shall send a test file of generic data to <customer\_short\_name> via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.
- 6. ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)**

- 6.1 Upon written request from <customer\_short\_name>, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to <customer\_short\_name> pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
- 6.2 <customer\_short\_name> shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
- 6.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
- 6.4 Charges for delivery of the Enhanced Optional Daily Usage File will appear on <customer\_short\_name>'s monthly bills for the previous month's usage. The charges are as set forth in Exhibit A to this Attachment. <customer\_short\_name> will be billed at the EODUF rates that are in effect at the end of the previous month.
- 6.5 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 6.6 Messages that error in the billing system of <customer\_short\_name> will be the responsibility of <customer\_short\_name>. If, however, <customer\_short\_name> should encounter significant volumes of errored messages that prevent processing by <customer\_short\_name> within its systems, BellSouth will work with <customer\_short\_name> to determine the source of the errors and the appropriate resolution.
- 6.7 The following specifications shall apply to the EODUF feed.
  - 6.7.1 Usage To Be Transmitted
    - 6.7.1.1 The following messages recorded by BellSouth will be transmitted to <customer\_short\_name>:
      - 6.7.1.1.1 Customer usage data for flat rated local call originating from <customer\_short\_name>'s End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:
        - 6.7.1.1.2 Date of Call
        - 6.7.1.1.3 From Number
        - 6.7.1.1.4 To Number
        - 6.7.1.1.5 Connect Time
        - 6.7.1.1.6 Conversation Time



- 6.7.1.1.7 Method of Recording
- 6.7.1.1.8 From RAO
- 6.7.1.1.9 Rate Class
- 6.7.1.1.10 Message Type
- 6.7.1.1.11 Billing Indicators
- 6.7.1.1.12 Bill to Number
- 6.7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to <customer\_short\_name>.
- 6.7.1.3 In the event that <customer\_short\_name> detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, <customer\_short\_name> will drop the duplicate message (<customer\_short\_name> will not return the duplicate to BellSouth).
- 6.7.2 Physical File Characteristics
- 6.7.2.1 The EODUF feed will be distributed to <customer\_short\_name> over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among <customer\_short\_name>'s Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
- 6.7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and <customer\_short\_name> for the purpose of data transmission. Where a dedicated line is required, <customer\_short\_name> will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. <customer\_short\_name> will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to <customer\_short\_name>. Additionally, all message toll charges associated with the use of the dial circuit by <customer\_short\_name> will be the responsibility of <customer\_short\_name>. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on <customer\_short\_name>'s end for the purpose of data transmission will be the responsibility of <customer\_short\_name>.

- 6.7.3 Packing Specifications
- 6.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 6.7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to <customer\_short\_name> which BellSouth RAO is sending the message. BellSouth and <customer\_short\_name> will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by <customer\_short\_name> and resend the data as appropriate.
- 6.7.3.3 The data will be packed using ATIS EMI records.

ODUF/ADUF/EQDUF/CMD5 - Alabama																
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 7			Exhibit: A		
						Rec	Nonrecurring				Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
							First	Add'l	First	Add'l						
	ODUF/ADUF/EQDUF/CMD5															
	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message				N/A	0.007037										
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.000113										
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message				N/A	0.000011										
	ODUF: Message Processing, per message				N/A	0.004101										
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	42.87										
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.000094										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMD5)															
	CMD5: Message Processing, per message				N/A	0.004										
	CMD5: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001										
	ENHANCED OPTIONAL DAILY USAGE FILE (EQDUF)															
	EQDUF: Message Processing, per message				N/A	0.22										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																



ODUF/ADUF/OEDUF/CMD5 - Georgia														
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 7		Exhibit: A
						Nonrecurring		Nonrecurring Disconnect				Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-1st	
						First	Add'l	First	Add'l					
						Rec				SOME	SOMAN		SOMAN	
ODUF/ADUF/OEDUF/CMD5														
	ACCESS DAILY USAGE FILE (ADUF)													
	ADUF: Message Processing, per message				N/A	0.0138327								
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0000434								
OPTIONAL DAILY USAGE FILE (ODUF)														
ODUF: Recording, per message					N/A	0.0001275								
ODUF: Message Processing, per message					N/A	0.0002540								
ODUF: Message Processing, per Magnetic Tape provisioned					N/A	28.85								
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00000434								
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMD5)					N/A	0.004								
	CMD5: Message Processing, per message				N/A									
	CMD5: Data Transmission (CONNECT:DIRECT), per message				N/A	0.0011								
ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)														
EODUF: Message Processing, per message					N/A	0.0034555								
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.														

ODUF/ADUF/EOUF/CMDS - Kentucky															Attachment: 7		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st		Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st		Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l			
						Rec	Nonrecurring				SOME	SOMAN	SOMAN	SOMAN				
							First	Add'l								First	Add'l	

ODOUF/ADUOF/EOUDF/CMD5 - Louisiana																
CATEGORY	RATE ELEMENTS	Integ'l m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 7				Exhibit: A
						Nonrecurring		Nonrecurring Disconnect				Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Add'l	First	Add'l							
ODOUF/ADUOF/EOUDF/CMD5																
ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message				N/A		0.007983									
	ADUF: Data Transmission (CONNECT/DIRECT), per message				N/A		0.00012681									
OPTIONAL DAILY USAGE FILE (ODOUF)																
	ODOUF: Recording, per message				N/A		0.0000117									
	ODOUF: Message Processing, per message				N/A		0.004641									
	ODOUF: Message Processing, per Magnetic Tape provisioned				N/A		48.45									
	ODOUF: Data Transmission (CONNECT/DIRECT), per message				N/A		0.00010568									
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMD5)																
	CMD5: Message Processing, per message				N/A		0.004									
	CMD5: Data Transmission (CONNECT/DIRECT), per message				N/A		0.001									
ENHANCED OPTIONAL DAILY USAGE FILE (EOUDF)																
	EOUDF: Message Processing, per message				N/A		0.250015									
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

ODUF/ADUF/EOBUF/CMD5 - Mississippi																
CATEGORY	RATE/ELEMENTS	Interf m	BCS	USOC	RATES (\$)				Svc Order			Attachinent-7			Exhibit: A	
					Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec /per LSR	Svc Order Submitted Manually per LSR	Charge - Manual Svc Order vs. Electronic- 1st	Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
					First	Add'l	First	Add'l								
					Rec					SOME	SOMAN	SOMAN	SOMAN	SOMAN		
ODUF/ADUF/EOBUF/CMD5																
	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message			N/A	-0.008087											
	ADUF: Data Transmission (CONNECT/DIRECT), per message			N/A	0.00012803											
	OPTIONAL DAILY USAGE FILE (ODOF)															
	ODOF: Recording, per message			N/A	0.00000663											
	ODOF: Message Processing, per message			N/A	0.004707											
	ODOF: Message Processing, per Magnetic Tape provisioned			N/A	49.04											
	ODOF: Data Transmission (CONNECT/DIRECT), per message			N/A	0.00010669											
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMD5)															
	CMD5: Message Processing, per message			N/A	0.004											
	CMD5: Data Transmission (CONNECT/DIRECT), per message			N/A	0.001											
	ENHANCED OPTIONAL DAILY USAGE FILE (EOODUF)															
	EOODUF: Message Processing, per message			N/A	0.250424											
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.



ODUF/ADUF/EOUDUF/CMD5 - North Carolina															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 7		Exhibit: A		
						Nonrecurring	First	Add'l			Nonrecurring Disconnect	Add'l		OSS Rates (\$)	
														SOMEQ	SOMAN
						Rec									
ODUF/ADUF/EOUDUF/CMD5															
	ACCESS DAILY USAGE FILE (ADUF)														
	ADUF: Message Processing, per message				N/A	0.01435									
	ADUF: Data Transmission (CONNECT/DIRECT), per message				N/A	0.0001277									
	OPTIONAL DAILY USAGE FILE (ODUF)														
	ODUF: Recording, per message				N/A	0.00031									
	ODUF: Message Processing, per message				N/A	0.00324									
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	54.61									
	ODUF: Data Transmission (CONNECT/DIRECT), per message				N/A	0.00004									
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMD5)														
	CMD5: Message Processing, per message				N/A	0.004									
	CMD5: Data Transmission (CONNECT/DIRECT), per message				N/A	0.001									
	ENHANCED OPTIONAL DAILY USAGE FILE (EOUDUF)														
	EOUDUF: Message Processing, per message				N/A	0.2285406									
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

ODUF/ADUF/EOUDUF/CMD5 - South Carolina																		
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USDC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 7			Exhibit: A			
						Nonrecurring		Disconnect Add'l	Incremental Charge - Manual Svc Order vs. Electronic- 1st			Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
						First	Add'l								First	SOME	SOMAN	SOMAN
						Rec												
ODUF/ADUF/EOUDUF/CMD5																		
	ACCESS DAILY USAGE FILE (ADUF)																	
	ADUF: Message Processing, per message				N/A	0.008061												
	ADUF: Data Transmission (CONNECT/DIRECT), per message				N/A	0.00013036												
	OPTIONAL DAILY USAGE FILE (ODUF)																	
	ODUF: Recording, per message				N/A	0.0000216												
	ODUF: Message Processing, per message				N/A	0.004704												
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	48.87												
	ODUF: Data Transmission (CONNECT/DIRECT), per message				N/A	0.00010863												
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMD5)																	
	CMD5: Message Processing, per message				N/A	0.004												
	CMD5: Data Transmission (CONNECT/DIRECT), per message				N/A	0.001												
	ENHANCED OPTIONAL DAILY USAGE FILE (EOUDUF)																	
	EOUDUF: Message Processing, per message				N/A	0.258301												
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																		

ODUF/ADUF/EOUDF/CMD5 - Tennessee																	
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 7		Exhibit: A			
						Nonrecurring First	Add'l	Nonrecurring Disconnect				Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- 1st		
								Rec	First							Add'l	SOME

STATE OF SOUTH CAROLINA                 )  
COUNTY OF RICHLAND                 ) CERTIFICATE OF SERVICE

The undersigned, Nyla M. Laney, hereby certifies that she is employed by the Legal Department for BellSouth Telecommunications, Inc. ("BellSouth") and that she has caused BellSouth Telecommunications, Inc.'s Rebuttal Testimony of Patrick C. Finlen in Docket No. 2002-416-C to be served upon the following this June 11, 2003:

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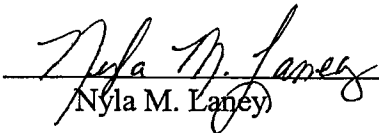
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